THE FIRST NATIONAL BANK OF BOSTON
BOSTON, MASSACHUSETTS 02110

RECORDATION NO. 13251 Filed 1425

OCT 1 - 1981 -2 PM

INTERSTATE COMMERCE COMMISSION

September 30, 1981

No. OCT 1 1981
Date
Fee $50.00
ICC Washington, D. C.

OCT 1 2 05 PM '81

Secretary of Interstate
Commerce Commission
12th & Constitution Ave., N.W.
Washington, D.C. 20423

Gentlemen:

We enclose for recording with your office the following:

Original and two (2) executed counterparts of a Chattel Mortgage dated September 28, 1981, between the following parties:

MORTGAGOR: THE COMMONWEALTH PLAN, INC.
2655 Campus Drive
San Mateo, CA 94403

MORTGAGEE: THE FIRST NATIONAL BANK OF BOSTON
100 Federal Street
Boston, MA 02110

These documents refer to Master Leasing Agreement dated as of May 1, 1980, which was recorded with your office on May 6, 1980, at 3:05 p.m. as recordation no. 11767.

We also enclose our check in the amount of $50.00 payable to the Secretary of Interstate Commerce Commission to cover the recordation fee. Would you please return one (1) copy of the recorded documents in due course for attention of the undersigned.

Cross Indexed with 11767 + 13254

Very truly yours

(Miss) A. Rossi
Assistant Manager

Enclosures

Counterpart

Counterpart

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Miss A. Rossi
The First National Bank of Boston
Boston, Massachusetts 02110

Dear Madam:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 10/1/81 at 2:15PM, and assigned re-recordation number(s). 11767-Q ,&13251

Sincerely yours,

Agatha L. Mergenovich

Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

13251

RECORDATION NO. ..... Filed 1425

OCT 1 - 1981 2:05

INTERSTATE COMMERCE COMMISSION

MORTGAGE

(Personal Property)

San Mateo, Calif.

KNOW ALL MEN BY THESE PRESENTS that The Commonwealth Plan, Inc., of ~~Boston, Massachusetts,~~ (hereinafter called "Mortgagor") for valuable consideration to it paid by The First National Bank of Boston, of Boston, Massachusetts, (hereinafter called "Mortgagee"), the receipt whereof is hereby acknowledged and to secure primarily the payment of loans up to a maximum of $ 30,000,000 heretofore, currently or hereafter made under a certain Loan Agreement between the Mortgagor and the Mortgagee, dated as of May 1 19 80 (hereinafter called the "Loan Agreement") and secondarily any and all other liabilities, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, of the Mortgagor to the Mortgagee, does hereby grant, bargain, sell, convey, transfer and deliver unto Mortgagee the articles of personal property described on Exhibit A attached hereto.

TO HAVE AND TO HOLD all and singular the property, and any and all additions, accessions and substitutions thereto and therefor, unto Mortgagee and its successors and assigns, to its and their own use and behoof forever. Mortgagor hereby covenants with Mortgagee: (1) That Mortgagor is the lawful owner of the property: that the property has been leased to Southern Pacific Transportation Company of ~~San Francisco,~~ California ——————, which lease provides that as long as the lessee is not in default thereunder, the lessee shall be entitled to uninterrupted use of the property on the terms and conditions provided in the lease, but except for such lease the property is free from all encumbrances; that Mortgagor has good right to sell the same as aforesaid; and that Mortgagor, except as aforesaid, will warrant and defend the same against the lawful claims and demands of all persons; and (2) That Mortgagor will comply with all covenants, terms and conditions of the Loan Agreement.

TIME IS OF THE ESSENCE OF THE AGREEMENTS HEREIN CONTAINED.

The entire balance of the sums secured hereby, with interest and all other sums due hereunder, shall, immediately or at the option of Mortgagee as provided in the Loan Agreement, become due and payable, without notice or demand upon the occurrence of any of the events of default specified in the Loan Agreement.

PROVIDED, NEVERTHELESS, that if Mortgagor shall pay unto Mortgagee all sums called for in the Loan Agreement on or before the times specified for payment therein, and shall have punctually performed and observed all the covenants, terms and conditions hereof, and of the Loan Agreement, and shall then be under no other liability or obligation of any kind or description to the Mortgagee then this mortgage shall be void.

BUT UPON ANY EVENT OF DEFAULT (as specified in the Loan Agreement) by the Mortgagor, Mortgagee may, without demand or notice of any kind, except as may otherwise be affirmatively required by law, but subject to the rights of the Lessee under the lease referred to above, sell the property or any part thereof at public auction or private sale; and out of the money arising from such sale Mortgagee shall be entitled to retain all sums then owing to it by the Mortgagor secured by this mortgage, whether then or thereafter payable, and also all reasonable costs and expenses, including attorneys' fees, incurred or sustained by it in the collection or attempted collection of the liabilities secured hereby or in relation to the property, or to discharge any claims or liens of third persons affecting the same; rendering the surplus, if any, to Mortgagor.

AND IT IS AGREED that Mortgagee, or any person or persons in its behalf, may purchase at any public sale made as aforesaid; and that until an event of default (as specified in the Loan Agreement), Mortgagor may retain possession of the property and may use and enjoy the same, but after such event of default, Mortgagee may take immediate possession of the property, and for that purpose may, so far as Mortgagor can give authority therefor, enter upon any premises on which the property or any part thereof may be situated and remove the same therefrom.

AND IT IS FURTHER AGREED that this instrument shall bind and inure to the benefit of, and that the terms "Mortgagor" and "Mortgagee" as used in this instrument shall respectively include, the respective parties and their respective successors and assigns, and that all rights, titles and interests of Mortgagee in, to and under this instrument and in and to the property, and all rights, powers, privileges and remedies of Mortgagee hereunder shall pass to and may be exercised by any assignee from Mortgagee and any subsequent assignee.

IN WITNESS WHEREOF the said Mortgagor has hereunto set its hand and seal to five (5) original counterparts this 28th day of September, in the year 1981.

Signed and Sealed in the Presence of:

Assistant Secretary

THE COMMONWEALTH PLAN, INC.

By Bernard Goldman
President

Form Approved

Counsel

STATE OF CALIFORNIA)
COUNTY OF SAN MATEO) SS: San Mateo, CA. September 28, 1981

Before me personally appeared Bernard Goldman to me well known and known to me to be President of The Commonwealth Plan, Inc., the corporation named in the foregoing instrument, and known to me to be the person who as such officer of said corporation, executed the same; and then and there did acknowledge before me that said instrument is the free act and deed of said corporation by him executed as such officer for the purposes therein expressed; that the seal thereunto attached is the corporate seal by him in like capacity affixed; all under authority duly granted by the Board of Directors of said corporation.

WITNESS my hand and official seal this 28th day of September, 1981

OFFICIAL SEAL
ANN FORD
NOTARY PUBLIC - CALIFORNIA
SAN MATEO COUNTY
My Comm. Expires Sept. 6, 1985

Ann Ford
Notary Public in and for the County and State Aforesaid

My commission expires: 09/06/85

(3/1/61)

_____ 19____ h____ m____ M.
Received and entered in Records of Mortgages of Personal Property in the Clerk's office of the _____ of _____ book ____, page ____

Clerk.

EXHIBIT A

TO MORTGAGE BETWEEN THE COMMONWEALTH PLAN, INC.

AND THE FIRST NATIONAL BANK OF BOSTON

All property now or hereafter owned by the Mortgagor and leased by the Mortgagor to Southern Pacific Transportation Company (herein called "Lessee") under a Master Leasing Agreement between the Mortgagor and Lessee dated as of May 1, 1980, including without limitation railroad cars, described as follows:

Two (2) double stack five-unit articulated container flat cars

SP 513315 513319

all hereinafter called the "property."

BS